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decision or statute, the old theory has been abandoned. The more reasonable, and now well settled rule, followed in the instant case, is that a grantor conveys only what he has, even though he attempts to convey more; and such an attempt does not affect the remainder. *Middleton v. Dougherty* (1884) 46 N. J. L. 350; see *Thompson v. Simpson* (1891) 128 N. Y. 270, 285, 28 N. E. 627; *Smith v. Cooper* (1877) 59 Ala. 494, 498.

**STATUTE OF FRAUDS—AGENCY TO SELL LAND—LIABILITY OF PRINCIPAL.**—The agent of the defendant, orally authorized to sell, contracted with the plaintiff in writing, for the sale of the defendant's land. On appeal from a decree dismissing the plaintiff's bill for specific performance, *held*, decree reversed. *Daignault v. Wooliscroft* (R. I. 1921) 113 Atl. 749.

In some jurisdictions the Statute of Frauds provides that a principal is bound by his agent where the agent signs a contract within the Statute of Frauds, only if the agent acts under written authority. *Thomas v. Rogers* (1909) 108 Minn. 132, 121 N. W. 630; Minn. Gen. Stat. (1913) § 7002. Where the Statute merely provides that the contract be signed by the party to be charged therewith or "by some person thereunto by him lawfully authorized," the majority and better view is that the authorization need not be in writing. *Lawson v. Williams* (Ky. 1909) 115 S. W. 730; *Blood v. Hardy* (1838) 15 Me. 61. For the Statute of Frauds was not intended to change the law of agency, except, of course, by express provision. See *Thayer v. Luce* (1871) 22 Ohio St. 62, 78; *Sholovitz v. Noorigian* (1919) 42 R. I. 282, 286, 107 Atl. 94. Cases cited as contrary do not deny this but go on the grounds that the authority granted to an agent to sell really does not authorize entering into a contract for a conveyance. *Cf. Carstens v. McReavy* (1890) 1 Wash. 359, 25 Pac. 471. But the majority view does not interpret authority to sell in such a restricted manner. *Sholovitz v. Noorigian, supra*; *Haydock v. Stow* (1869) 40 N. Y. 363. It follows, therefore, that in states having the form of the Statute of Frauds last mentioned above, the oral authority to sell should bind the principal to the terms of the written contract of sale executed by his agent. This view does not nullify the Statute in such jurisdictions, of which Rhode Island is one. The contract of sale is in writing. The contract between the agent and his principal is not between a vendee and vendor, and thus is not within the purview of the statute.

**STATUTE OF FRAUDS—ORAL PROMISE TO EXECUTE WRITTEN AGREEMENT FOR SALE OF LAND.**—The defendant orally promised to enter into a written contract for the sale of land. In an action for specific performance of the oral promise the defendant moves to dismiss because of the Statute of Frauds. *Dictum*, the promise comes within the Statute of Frauds. *Schwartz v. Hoerster* (N. J. Eq. 1921) 114 Atl. 875.

Contracts which merely relate to land but do not purport to pass any interest therein are not within the scope of the Statute of Frauds. *Huntington v. Wellington* (1863) 12 Mich. 10. Thus where there is an oral agreement to act as agent for the purchase of land the statute will not apply. *Conklin v. Kruger* (1910) 79 N. J. L. 326, 75 Atl. 436. So a parol guaranty by a seller that the tract sold contained a certain number of acres is not forbidden. *Schrivver v. Eckenrode* (1880) 94 Pa. St. 456. And the same is true of an agreement which merely restricts the purchaser of land as to its use. *Leinan v. Smart* (Tenn. 1850) 11 Humph. 308. But where the object of the agreement is to affect in some way the title to the land all the cases seem to hold that the agreement must be in writing. Accordingly, an oral agreement to devise real property is not binding. *Horton v. Steger* (C. C. A. 1910) 175 Fed. 756. A verbal agreement for the exchange of land will not be enforced. *Purcell v. Miner* (U. S. 1866) 4 Wall. 513. An executory

agreement to release an equitable interest in land cannot be oral. See *Gough v. Dorsey* (1870) 27 Wis. 119, 134. A parol agreement to rescind a written contract for the sale of land is unenforceable. See *Catlett v. Dougherty* (1886) 21 Ill. App. 116, 118. Conversely, a parol agreement to enter into a written contract for the sale of land should be prohibited: a conclusion in accord with the decision in the principal case.

**TORTS—FALSE STATEMENT—CONSEQUENT MENTAL SHOCK AND ILLNESS.**—The defendant falsely told T that the plaintiff's absent son had committed suicide. T told the plaintiff's daughter who repeated it to the plaintiff who suffered shock and illness. *Held*, for the plaintiff. *Bielitzki v. Obadisk* (K. B. Sask. 1921) 3 W. W. R. 229.

There can be a recovery for internal injuries resulting from shock purposely caused by making a false statement. *Wilkinson v. Downton* [1897] 2 Q. B. 57. Such recovery is governed by the rules of legal cause and not by those of defamation. If a wrongful act is committed consciously the defendant is liable for many remote consequences. *Cribbs v. Stiver* (1914) 181 Mich. 82, 147 N. W. 587. One is liable for negligently placing another in a position where the latter is injured by the immediate act of a third person. *Fine v. Interurban St. R. R.* (1904) 45 Misc. 587, 91 N. Y. Supp. 43. In many jurisdictions there may be a recovery for internal injuries resulting from shock due to negligence. *Dulieu v. White* [1901] 2 K. B. 669; *Kimberly v. Howland* (1906) 143 N. C. 398, 55 S. E. 778. However some jurisdictions hold *contra*. *Smith v. Postal Tel. Cable Co.* (1899) 174 Mass. 576, 55 N. E. 380; *Mitchell v. Rochester Ry.* (1896) 151 N. Y. 107, 45 N. E. 354. However, if the negligence causes some external injury damages for the mental injuries can be recovered. *Cameron v. New England Tel. & Tel. Co.* (1902) 182 Mass. 310, 65 N. E. 385. But a defendant is not liable for his negligent act unless the result is a probable consequence thereof. *Clark v. Gay* (1901) 112 Ga. 777, 38 S. E. 81. The decision in the instant case is correct if the defendant knew the statement to be false; also, as the jurisdiction follows *Dulieu v. White, supra*, if, though he negligently believed it to be true, it was likely to come to the attention of the plaintiff. If he believed it to be true and it was improbable and unforeseen by him that it would be heard by the plaintiff the decision was incorrect.